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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 PRICING

Line item 0001 on page 2 of this solicitation should include all costs.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 DETAILED STATEMENT OF WORK

REVIEW OF GENERAL CONTROLS OVER COMMITTEE WEB PAGES AND WEB SERVERS

I. INTRODUCTION

The Office of Inspector General (OIG), U.S. House of Representatives (House) desires to undertake an evaluation of House Committee web sites and servers using WebInspect, an OIG acquired Web vulnerability scan product from SPI Dynamics. Contractors must have the expertise to:

- (1) Consult with the OIG staff in the proper configuration of WebInspect
- (2) Assist in performing security scans of multiple web sites and servers
- (3) Assist the OIG staff in analyzing the WebInspect scan data and constructing exploits to demonstrate the risk associated with the vulnerabilities identified.

The winning bidder will share responsibilities, duties, and tasks with the OIG IS Audit staff, working jointly to prepare and conduct briefings with House managers and users; review and analyze data and documents to meet the objective of this task order, and report on the results of this review as necessary. The OIG will provide one auditor from IS Audit staff for this project.

Proposals must include:

- (1) a résumé for each engagement staff member that describes the staff member's experience in running vulnerability scans described in the "Statement of Work."
- (2) a technical description of how the task will be accomplished, (merely restating the statement of work will not suffice)
- (3) an estimate of the hours by level of personnel, including subcontractor personnel, plus out-of-pocket expenses, such as travel, to accomplish the tasks identified in Section III, Statement of Work.

II. BACKGROUND

The U.S. House of Representatives performs much of the legislative process through a number of Committees. Each House Committee further divides its work through Subcommittees. In total, there are 127 Committee and Subcommittee offices, made up of 30 Committees and 97 Subcommittees. Each of these Committees has at least one web site comprised of web pages providing unclassified information to House internal users and the general public. Committee web sites may be maintained by the House Information Resources (HIR), a Committee staffer, or a private vendor. There are approximately 39 UNIX or Windows/IIS web servers hosting the web sites. The House also uses many popular tools, such as Microsoft FrontPage and Adobe Cold Fusion, in order to simplify the construction of their web sites and web applications. The UNIX based servers run several web server products, including Apache. Committees may have two servers, one for the majority and one for the minority, or may share servers. Web pages are hosted either in the House gov domain or hosted on servers outside the House gov domain, but still within the House class "B" network.

The Office of Inspector General is performing this assignment as a service to the House Committees and Subcommittees. We do not currently know the exact number of Committee and Subcommittee offices that will be participating in this review.

III. STATEMENT OF WORK

The following lists the assistance the winning bidder will provide within the scope of this examination: The winning bidder will provide the greatest value to the OIG with respect to their effectiveness in completing these steps.

- * Provide OIG staff with a web application security overview.
- * Consult with OIG staff on the configuration and operation of WebInspect with respect to the specific sites to be evaluated.
- * Assist in performing security scans.
 - o Assist in configuring and executing security scans using the OIG's licensed installations of WebInspect.
 - o Using the results provided by WebInspect, perform detailed analyses in a timely manner that identify the vulnerabilities discovered by the scans, and show the most efficient manner of exploiting these vulnerabilities without being discovered by the existing security infrastructure.

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^{*} Exploit vulnerabilities identified during the assessments

IV. CONTRACTOR PERSONNEL REQUIREMENTS

Bidders should propose personnel that are familiar with exploiting web application vulnerabilities, web application construction and tools, and/or the configuration of the WebInspect product. The winning bidder will provide the greatest value to the OIG in terms of the quality of experience from their proposed personnel.

V. DELIVERABLES

Bidders will deliver the products identified below to the OIG at the following address:

Office of Inspector General U.S. House of Representatives 386 Ford Building Washington, D.C. 20515-9990

In addition, all written products shall be submitted to the OIG in hard copy and electronic (i.e., Microsoft Office 2003 or lower version) format simultaneously. Microsoft Power Point may be used for briefing charts and graphs. Although other Microsoft compatible products, such as spreadsheets and diagrams, may be used in the draft reports or other documents, the products do not always convert easily without the need for additional editing or reformatting requirements. Therefore, other products to be used on this review must be approved by the designated OIG representative.

The required products for each review are as follows:

A. Preliminary Plan and Resource Schedule

The contractor shall prepare a preliminary review plan and resource schedule to accomplish the objectives of the task order, and deliver them to the Inspector General within 7 calendar days after issuance of the task order. In addition, the contractor shall identify all computer assisted audit tools to include commercial and propriety software selected for use in completing this task order. The preliminary plan should also include proposals for incorporating OIG staff personnel into the technical review work.

B. Meetings and Interviews

All meeting and interview write-ups will be completed by OIG personnel.

C. Briefs and Presentations

Prepare pertinent briefings and presentations for House personnel and OIG staff as required. Briefing charts should be prepared using Microsoft Power Point and submitted to OIG for review at least two working days in advance of presentation.

D. Review Plan

The contractor will develop a written plan (or a set of written review plans) within 21 calendar days after issuance of the task order for OIG review and approval. The review plan must set forth in reasonable detail the procedures necessary to accomplish the objectives of the review. Review procedures will be mapped to established review standards and guidelines where appropriate in order to explain and support the procedures applied. Adjustments to review scope and tasks will be updated in the review plan when identified by the OIG.

E. Confidentiality, Scan and Exploits Results

Workpapers are the most critical contractor deliverable since they provide the evidentiary foundation for all audit and review work, conclusions, and reports. The House OIG will provide network access to TeamMate for workpaper preparation for the duration of the task. The contractor will prepare workpapers using the templates within TeamMate or as provided by the OIG. The workpapers will be subject to the OIG's review on day-to-day basis. Therefore, the contractor staff must have experience using TeamMate or similar electronic workpaper software for working paper preparation. All workpapers must conform to workpaper standards established in the GAO's Government Auditing Standards (2003 Revision) and Chapter VIII, Section 7, Field Work Standards, of the OIG's Policies and Procedures Manual. In addition, all workpapers must document the purpose, source, scope, and results of all work performed.

o Attempt to exploit vulnerabilities identified during the assessment phase in order to gain access to unauthorized data, unauthorized areas of applications, or other areas which represent security and privacy risks.

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During the review, the contractor shall make workpapers available for OIG quality assurance reviews upon three days advance notice. After reviewing the workpapers, the OIG may direct the contractor to modify the workpapers or to perform corrective or additional review procedures to ensure that the review is conducted in accordance with GAO's Government Auditing Standards and OIG guidelines. The contractor shall consider such corrective or additional procedures as part of the scope of this task order, not a contract modification or additional work.

All work performed under this task order will be kept confidential and may not be released to outside parties without the express, written permission of the OIG. All workpapers prepared under this task order are the property of the OIG. Additionally workpapers will be prepared in accordance with government auditing standards (GAO Yellow Book) as implemented by OIG policy and procedures. All documents, data, information, review results, and results produced by contractor proprietary tools are the property of the OIG. Upon completion of this contract, the contractor must destroy any extra copies or drafts of documents, data, information, scan results or any other electronic files obtained or developed under this task or surrender them to the OIG.

Scan and exploit results are the most critical contractor deliverable since they provide the evidentiary foundation for all audit and review work, conclusions, and reports. After completions of the scans and exploits, the contractor will provide the results to the OIG.

ADDITIONAL INFORMATION

- 1. We estimate **80** contractor staff days, not including **120** OIG staff days, will be required to complete the tasks identified in the Statement of Work for this review.
- 2. It is anticipated that preliminary work will commence within five (5) days after award of the contract.
- 3. Each staff member performing fieldwork is required to have a "Secret" (or at least an interim Secret) or higher security clearance at the time the bid is submitted. The proposal should provide the following written affirmations for each proposed team member: name, date of birth, social security number, city and state for birth, status and level of clearance, granting authority, and date issued. Bidders must provide documentary proof of those clearances.

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 HC.5.003 INSPECTION OF SERVICES

JUNE 2002

- a. Definitions. "Services," as used in this clause, include services, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain a quality assurance system acceptable to the House covering the services under this contract. Complete records of all quality assurance work performed by the Contractor shall be maintained and made available to the Contracting Officer (CO), Contracting Officer's Representative (COR) or their designated representative, during contract performance and for one year after contract termination.
- c. The COR has the right to inspect and test all services called for by the contract at all times and places during the term of the contract. The COR shall perform quality assurance reviews and tests in a manner that will not unduly delay or impede the contractor's work.

E.2 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F, HC.6.009, Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE

MAY 2001

Contract period of performance shall extend from date of award through December 31, 2006

F.2 HC.6.005 NOTICE TO THE HOUSE OF DELAYS

MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.3 HC.6.007 SUSPENSION AND DEBARMENT

MAY 2001

- a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House approved subcontractor, in full or in part. The contracting officer initiates suspensions.
- (1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:
- (a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;
- (b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
- (c) Of the cause(s) relied upon for imposing suspension;
- (d) Of the extent and effect of the suspension; and
- (e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.
- (2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.
- (3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.
- b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.
- (1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

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- (2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:
- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.
- c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:
- (a) Referring to the notice of proposed debarment;
- (b) Specifying the reasons for debarment;
- (c) Stating the period of debarment, including effective dates; and
- (d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.
- d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

F.4 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

F.5 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

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House Capitol Hill Office Buildings, Washington, D.C.

F.7 HC.6.014 TERMINATION

AUGUST 2002

Relative to termination of this contract, it is mutually agreed:

- a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.
- b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.
- c. Upon termination (including expiration) the Contractor will:
- (1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.
- (2) Complete satisfactory settlement of all customer complaints and claims.
- (3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
- (4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.
- (5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP)

FEBRUARY 2005

- a. Section G contains the content required in a Contract Administration Plan (CAP). This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performanced-Based Surveillance Plan, if applicable.
- b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

G.2 HC.7.002 MODIFICATIONS

FEBRUARY 2005

Administrative changes, e.g. address corrections, are approved by the CO. All other changes which change the scope of this contract, including additions or deletions, must be prepared in writing as formal modifications signed by both parties.

G.3 HC.7.003 INVOICES

FEBRUARY 2005

- a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at www.house.gov/finance for appropriate forms or call the EFT Help Line at 202-226-2277.
- b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number

Name of Contractor Point of Contact

House Contract Number

Task/Delivery Order Number (as appropriate)

Invoice Number

Invoice Date

Invoice Page Number (each page of an Invoice shall minimally also contain the contractor Firm name, the invoice number, and the invoice date)

c. And, for each deliverable included on the invoice:

Contract Line Item Number (CLIN)

Period of Performance

Brief Description of Item

Quantity Delivered

Unit Price

Extended Price

Total Price of all deliverables contained on Invoice

Payment Terms, if appropriate (Example: 2% 10 - Net 30)

d. The House does not pay federal, state or local taxes unless mandated by law.

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- e. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.
- f. Seven (7) percent of the total amount will be withheld. The contractor shall show a seven (7) percent reduction on each monthly invoice, with the exception of the final invoice. Upon final inspection and acceptance by the House, the contractor shall submit its last invoice marked "Final Invoice", which shall include all the reductions made to previous invoices.

G.4HC.7.006 CONTRACT STATUS AND REVIEW MEETING

FEBRUARY 2005

The COR, CA, and authorized contractor representative(s) shall meet at least quarterly or more frequently as determined by the COR. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smoothly operating contract.

G.5 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

a. Contracting Officer (CO):

Barbara Burkhalter Associate Administrator, Office of Finance and Procurement Room 359, Ford House Office Building U.S. House of Representatives Washington, DC 20515

Telephone: (202) 226-4650 Fax: (202) 226-2214

- 1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.
- 2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.
- 3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other then the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

b.	Contracting	Officer's	Representative	(COR):
----	-------------	-----------	----------------	--------

Name: Title: Address:

Phone: Fax:

E - mail:

1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or

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witnessing the conduct of any inspections and/or tests that my be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.

- 2. Additional responsibilities of the COR are as follows:
 - Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
 - Review, approve, and process contractor invoices.
 - Submit periodic report(s) to the Contract Administrator (CA).
 - Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.
- c. Contract Administrator:

Name: Toinetta Bridgeforth Title: Procurment Specialist

Address: Room 356, Ford House Office Building

U.S. House of Representatives Washington, DC 20515

Phone: (202) 226-1775 Fax: (202) 226-2214

E - mail: toinetta.bridgeforth@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

G.6 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE

FEBRUARY 2005

a. The contractor shall identify the authorized contractor representative (ACR), and provide the information listed below:

Name:

Title:

Address:

Phone:

Fax:

- E-mail:
- b. The ACR shall provide periodic status reports to the COR pursuant to clause HC.7.005 of this contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.
- c. The ACR shall furnish notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within two business days after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

G.7 HC.7.009 KEY PERSONNEL

FEBRUARY 2005

a. The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.

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- b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.
- c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

G.8 HC.7.010 POST AWARD CONFERENCE

FEBRUARY 2005

A post award conference will be held with the contractor to review contract administration issues, unless the House and the contractor determine that such a conference is not necessary.

G.9 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE

FEBRUARY 2005

- a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.
- b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.
- c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

G.10 HC.7.024 REPORTS/PLANS/SCHEDULES

FEBRUARY 2005

All reports, plans, schedules and other submittals provided by the Contractor are subject to approval by the CO or COR.

- a. The Contractor is required to perform in accordance with the Government's existing plans and schedules or as directed by the CO or COR until the Contractor's "Deliverables" (submittals) are approved.
- b. The Contractor is required to submit deliverables and reports to the CO or COR at specified times throughout the life of this contract which are considered critical to the successful completion of all contractual requirements. The following milestone chart lists deliverables and reports which must be provided by the Contractor at specified due date(s):

MILESTONE CHART FOR CONTRACTOR DELIVERABLES

Item	Due Date	Approval Authority	Reference
0001Report	Weekly/Close of Business Fridays	COR	
0002 Report	Monthly/NLT 15th	COR	
0003 Report	Quarterly	COR	
0004 Report	Annually	COR	

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G.11 HC.7.005 PERFORMANCE MEASUREMENTS

FEBRUARY 2005

- a. The contractor shall provide performance summary reports acceptable in content and format to the contracting officer's representative (COR). The reports shall be submitted by the 15th of each month and pertain to services provided the previous month. Upon request, the contractor shall deliver supporting details of the summary information to the COR within ten calendar days. Failure to submit an acceptable performance report may subject the contractor to penalties for non-performance and/or jeopardize renewal of this contract. The status report shall include:
- 1. Reporting Period
- 2. Contractor's Program Manager's Name
- 3. Work Accomplished During the Period (i.e. new installations, relocations, etc), including at a minimum:
 - Itemized tasks with a description of the support/services utilized
 - Hours/dollars expended by task
 - Task status
- 4. Anticipated Activity for Next Reporting Period
- 5. Outstanding Issues
- b. The contractor shall be assessed on a periodic basis through use of Vendor Performance Evaluations (VPEs). These VPEs shall be prepared by the COR at least once per year though they may be conducted more frequently at the discretion of the House. Any negative evaluations shall be provided to the contractor for comment and remediation.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 CERTIFICATION OF INDEPENDENCE

All contractor personnel assigned to perform work will be required to read and sign a Certification of Independence (Section J) prior to the start of the engagement. This certification identifies what is required of the contractor personnel with respect to conflict of interest concerns and the penalties associated with noncompliance with those requirements.

H.2 HC.8.002 IDENTIFICATION BADGES

FEBRUARY 2006

New contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Clause HC.8.003 of this contract.

The contractor shall ensure that the employee surrenders the House identification/access card upon termination of employment or performance is no longer required under this contract. House identification/access cards shall be surrendered to the COR and reconciled within two business days following an employee termination or service release under this contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 a month for each House identification/access card that is not returned to the COR within two business days following an employees termination or employee service no longer required under this contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

Final payment will not be made under this contract until all House identification/access cards that were issued under this contract have been returned, and a release provided to the contractor signed by the COR. If the contract is a concessionaire type contract, contractor equipment and supplies shall not be removed from House property until all House identification/access cards have been returned and a release provided to the contractor signed by the COR.

H.3 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK FEBRUARY 2006

- a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b. The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources, Director of Administration who will notify the COR and CO. The COR will then direct the contractor to immediately remove that employee from any work under this contract.
- c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three years. However, further background checks may be conducted at any time as is warranted.

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No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.5 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

H.6 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House. Forms can be obtained by going to the House's website at http://www.house.gov/cao-opp/currentsol.htm.

H.7 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS

JUNE 2001

The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

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SECTION I -- CONTRACT CLAUSES

I.1 CONTRACT TYPE

The House intends to award a Level of Effort - Time and Material contract as a result of this solicitation.

I.2 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING MAY 2001 OFFICER

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.3 HC.9.002 OBSERVANCE OF LAWS

MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

I.4 HC.9.003 DISPUTES

MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 10 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.5 HC.9.004 AVAILABILITY OF FUNDS

MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

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I.6 HC.9.006 RELEASE OF CLAIMS

MAY 2001

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

I.7 HC.9.007 ORDER OF PRECEDENCE

MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ATTACHMENTS

Attachment 1 - Certificate of Independence

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

K.2 HC.11.002 FINANCIAL INFORMATION

JULY 2001

The offeror shall furnish company financial data for the last three (3) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

K.3 HC.11.003 INSURANCE INFORMATION

JULY 2001

All offerors will be required to submit proposals to include the following information concerning insurance information:

- a. Carriers
- b. Limits and excess coverage or employer liability and general liability
- c. Worker's Compensation insurance experience modification

K.4 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Detailed business history.
- c. Organizational diagram and biographies for coporate officers.
- d. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.

K.5 HC.11.006 QUALITY INFORMATION

JULY 2001

All offerors will be required to submit proposals to include the following information concerning quality information:

a. Quality Policy

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- b. Total quality management process, if any
- c. Quality reporting to client
- d. Customer satisfaction guarantees and assurances

K.6 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

K.7 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within _______calendar days after receipt of the offer.

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

Administrative and Price Proposal. Part I shall be divided into the following distinct and marked parts:

- (1) Section A of RFP The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) **Section B Price Schedules** Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer
- (3) Section G Contract Administration Offeror shall complete the required sections of Section G.
- (4) **Section K Representations, Certifications, And Statements of Offerors** Offeror shall complete the required clauses of Section K.
- (5) **Technical Proposal** product sample and specifications must comply with Section C.
- (6) Provide pertinent experience and qualification in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrated financial capability sufficient to provide resources to finance day-to-day operations for legislative branch customers.
- (7) Offeror shall provide references for three current or recent (within three years) customers and three past customer, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number, opening date, building population (clients served), description of contract deliverables, pick-up and delivery sites, annual dollar value, performance periods, and type of contractual arrangements; e.g., percentage of sales, fixed price, management fee or other.

L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Submission of Proposal

Offerors shall submit five (5) hardcopy, and one (1) electronic version in MS Word or PDF format by 2:00 PM EST on August 25, 2006. The proposal should be prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. The original shall be so marked, and the copies shall be numbered. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and Solicitation Number. Proposals shall be submitted to the address shown on Section A. Electronic version shall be emailed to the following email address toinetta.bridgeforth@mail.house.gov and a copy to edwin.davis@mail.house.gov.

PROPOSALS RECEIVED BY HAND DELIVERY OR FACSIMILE WILL NOT BE ACCEPTED

Submission of Questions

Vendor questions are due not later than 2:00 PM EST, August 4, 2006. Vendor questions must be provided via e-mail to toinetta.bridgeforth@mail.house.gov and a copy to edwin.davis@mail.house.gov or via fax to (202) 226-2214. Questions and Answers will be published in an amendment to the solicitation.

Withdrawal of Proposal

Proposals may be withdrawn by fax or e-mail, if received prior to award.

L.3 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS JULY 2001

(1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt may be considered, if it is in the best interest of the House and received before award is made, and it:

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- (a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or
- (b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or
- (c) Was sent by the U.S. Postal Service Express Mail Next Day Service Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or
- (2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.
- (3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.
- (4) The only acceptable evidence to establish the time of receipt by the CAO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.
- (5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.
- (6) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.4 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

JULY 2001

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

- (1) by signing and returning the amendment,
- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- (3) by letter or email if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

L.5 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed-in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's

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right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make a single award to the offeror whose proposal meets the minimum requirements as stated in this RFP. Proposals will be evaluated based on the information provided in HC.12.002 Contents of Proposals:

- (1) Technical approach
- (2) Management approach
- (3) Corporate capabilities
- (4) Past performance
- (5) *Price

*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

- 1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.
- 2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.
- 3. Price. Evaluation factors other than price, when combined, are significantly more important than price.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

- a. The House intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".
- b. The House may:
- (1) reject any or all offers, if such action is its interest,
- (2) waive informalities and minor irregularities in offers received.
- c. The House intends to evaluate proposals and to award a single contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.

CERTIFICATION OF INDEPENDENCE

I,		certify the	hat I do no	t have, nor do	I anticipat	e that I wil	l have,	
any relationship (financia	al, social, or oth	er) with any	individua	ls or organiza	tions that	would imp	air my	
objectivity to perform wo	rk on assignmen	ıt ·						
	S							
Signature				Date				
I,		believe t	hat I car	not be inde	pendent o	r impartia	l on as	signment
	for the			se state below		-		
Signature				Date				